

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
Jason Olah		05/14/2012	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Battery Marketing Associates, Inc		
Street Address:	1316 W Adams Street		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3162710	BIRDZ	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	esafer@jaxfirm.com		
Correspondent Name:	Ed Corbett		
Address Line 1:	1316 W Adams Street		
Address Line 4:	Jacksonville, FLORIDA 32202		
NAME OF SUBMITTER:	Jason Olah		
Signature:	/jo/		
Date:	05/15/2012		
Total Attachments: 14 source=birdz#page1.tif source=birdz#page2.tif			

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AGREEMENT FOR SALE OF BUSINESS ASSETS

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, between BATTERY MARKETING ASSOCIATES, INC., a Florida corporation ("Buyer"), and JASON OLAH and CAROLINE OLAH, jointly and severally, ("Seller").

ARTICLE I Assets Purchased

1.1 Subject to the terms, conditions, restrictions and limitations hereinafter set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the assets and the Business known as "Birdz Eyewear" as follows:

- (a) All of Seller's right and interest in and to Seller's business name Birdz Eyewear;
- (b) All of Seller's licenses and permits of whatever kind and nature;
- (c) All of Seller's trademarks, patents, trade secrets, and processes, if any;
- (d) All of Seller's catalogs, and books and records relating to the Business;
- (e) All of Seller's internet websites, domain names, social media (Facebook, Twitter, etc.), telephone numbers, passwords, and login information, pertaining to the business of Birdz Eyewear;
- (f) All of Seller's right, title and interest in and to Seller's client and customer lists, clientele and patronage and good will;
- (g) All of Seller's right, title and interest in and to any and all distributorship and dealership agreements with manufacturers;
- (h) The Non-Compete Covenants described herein;
- (i) The transition consultation described herein; and

1.2 All of the foregoing assets shall be referred to herein collectively as the "Assets". Buyer does not acquire or assume any of Seller's liabilities or obligations whatsoever, including but not limited to Seller's obligation for payroll for employees of Seller through the date of Closing. Buyer does not acquire any assets of Seller other than the Assets. Without limiting the foregoing, Buyer does not acquire (i) any of Seller's accounts receivable, (ii) the rights which accrue to Seller under this Agreement, and (iii) the rights to Seller's claims for any federal, state or local tax refund.

ARTICLE II
Purchase Price

2.1 The total purchase price for all of the assets, and business operations, covenants, services purchased hereunder shall be Sixty Thousand and No/100 (\$60,000.00).

2.2 The total purchase price shall be paid in the following manner:

(a) The sum of Ten Thousand and No/100 (\$10,000.00) shall be paid to Seller at closing on January 15, 2012.

(b) The sum of Twenty-five Thousand and No/100 (\$25,000.00) shall be paid on February 15, 2012, subject to adjustments described herein.

(c) The sum of Twenty-five Thousand and No/100 (\$25,000.00), subject to any profit shown on the Profit and Loss statement provided as required, shall be paid on May 1, 2012, subject to adjustments described herein.

ARTICLE III
Seller's Accounts Receivable

3.1 Buyer is not acquiring the accounts receivable of Seller due by their terms on or before the date of Closing. Accounts receivable of the Business after the date of Closing, or accrued or accruing after the closing date shall belong to the Buyer. In the event that Buyer, after the closing date, shall collect or receive for the account of Seller any receivables which continue to be the property of Seller as provided herein, Buyer shall have no title thereto and shall hold such accounts receivable in trust for the benefit of Seller and shall endorse with the name of Seller any checks received on account of any such receivables and promptly remit to Seller collected funds received by Buyer made in payment on Seller's retained receivables.

3.2 Unless and to the extent that there is a dispute or disagreement with a customer/account debtor with respect to Seller's receivables of which Seller has been provided notice, Buyer shall apply the earliest payments received from such customer/account debtor, to such customer's earliest incurred charge to his account and shall handle said payment to Seller hereunder accordingly.

3.3 Proceeds and revenue received by the Business on the date of closing shall belong to Seller. Credit card merchant accounts and machinery shall be changed as of the end of business on the date of closing. The parties shall cooperate and coordinate with each other with respect to this change to facilitate a smooth transition for the credit card merchant accounts.

ARTICLE IV
Closing

4.1 The closing of this transaction under this agreement (herein called "Closing") shall take place in the offices of _____, Jacksonville, Florida, on _____ [date], commencing at 10:00 o'clock a.m., or at such other time and place as the parties hereto may, by mutual agreement, determine. Time is of the essence of this agreement.

4.2 At the closing, the conveyance, transfer, assignment and delivery of assets and business operations of Seller to Buyer shall be effected by such bills of sale, endorsement, assignments and other good and sufficient instruments of transfer and conveyance as Buyer shall reasonably require. Pre-paid expenses, if any, shall be prorated as of the end of the Closing date.

ARTICLE V
Services Provided By Seller After Closing

Seller shall provide the following services to and for Buyer during the time periods set forth hereinbelow:

5.1 Seller, upon request of Buyer, shall assist Buyer in the transfer of Seller's telephone numbers, including but not limited to any "800" number to Buyer at Buyer's expenses;

5.2 Upon closing, Sellers will notify suppliers that Buyer can place purchase orders for Birdz Eyewear Products.

5.3 Following the date of closing, Seller shall provide telephone consultation services to Buyer during normal business hours for a period of sixty (60) days. Said services shall be provided on a part-time basis and shall not require the presence of Seller's officers on the business premises at any particular time, but rather from time to time as Buyer may reasonably request. Said services shall include without limitation, conferences with current employees of the Business.

ARTICLE VI
Conduct of Business Prior to Closing

Seller covenants and agrees that, pending the closing:

6.1 Seller's business will be carried on only in the ordinary and normal course.

6.2 Seller will not make any increase in compensation payable or to become payable to any officer, employee or agent, without the consent of Buyer.

6.3 Except as Buyer may otherwise consent, the Seller will utilize its best efforts to keep its business organization intact and to preserve for Buyer the goodwill of the suppliers and customers of Seller and the goodwill of others with which Seller has business relations.

6.4 Seller will take all reasonable actions to preserve and maintain the quality of the assets being purchased hereunder.

6.5 From and after the date hereof and prior to closing, Seller shall afford Buyer reasonable access to the business records and business operations of Seller in order that Buyer may have the opportunity to become familiar and knowledgeable about the business operations conducted by Seller, provided that such activities by Buyer shall not interfere with Seller's normal business operations. Specifically, Seller shall provide all Purchase Orders, Proforma Invoices and Specification and Packing list for the last five (5) years.

ARTICLE VII Post Closing Obligations and Adjustments

7.1 Seller and Buyer shall, at any reasonable time and from time to time after the Closing upon request of the other party, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably required in conformity with this agreement, for the better assignment, transferring, granting, conveying, assuring and conformity to Buyer, or to its successors and assigns, or for aiding and assisting in collecting and reducing to possession any and all of the Assets.

7.2 Seller shall use its best efforts to obtain the consent of other parties to any contracts, licenses, leases, commitments, sales orders or purchase orders that are subject to the purchase and sale hereunder. If such consent is not obtained, Seller will until six (6) months after the closing date cooperate with Buyer in any reasonable arrangement designed to provide for Buyer the benefits under any such contracts, licenses, leases, commitments, sales orders or purchase orders, including enforcement, at the costs and for the benefit of Buyer, of any and all rights of Seller against the other party thereto arising out of the breach or cancellation by such other party or otherwise. Other than as specifically set forth herein, Seller shall have no obligation with respect to assigned contracts.

7.3 The payments to Seller under Paragraph 2.2 shall be adjusted by any monies owed to Buyer for purchases.

7.4 Seller shall not disclose the sale of Birdz Eyewear to its dealers or customers.

7.5 Seller may continue to sell Birdz Eyewear at specific venues approved in advance by Buyer, and shall not purchase eye wear from any source other than BMA for a period of five (5) years, unless BMA discontinues its eye wear sales department.

7.6 Seller will purchase eye wear from BMA for a period of five (5) years at 10% over cost, plus any duty increase that Buyer may incur.

ARTICLE VIII
Non-Compete Agreement

8.1 For the aggregate consideration allocated thereto as set forth in Section 2.1 hereinabove, Sellers shall each execute and deliver to Buyer at closing their non-competes agreement in the form attached hereto as Exhibit "A" hereto.

ARTICLE IX
Indemnification of Buyer

9.1 Seller shall indemnify and hold Buyer harmless against any actual losses and expenses, as limited herein, suffered by Buyer resulting from (a) products warranty and/or liability claims arising with respect to products or services sold prior to the Closing Date, (b) any material breach by the Seller of this agreement, (c) any material inaccuracy or misrepresentation in or material breach of any of the warranties, representations, covenants or agreements made by the Seller, and (d) any material inaccuracy or misrepresentation in a certificate, document, schedule, disclosure, instrument or affidavit delivered by the Seller at the closing in accordance with the provisions of this agreement. Seller shall further indemnify and hold Buyer harmless against any liability, claim, loss, damage or expense (including reasonable attorneys fees) suffered by Buyer with regard to all matters, transactions, and events occurring prior to the closing which arise out of Seller's operation of the Business or the use of the Business name.

9.2 Buyer shall not have the right to assert any claim for indemnification pursuant to this Section or otherwise after one (1) year from the closing date; provided, however, if there shall be pending on such expiration date any claim asserted by Buyer under this Section on such date, Buyer shall have the right after such date to continue to assert such claim and to be indemnified with respect thereto. For the purpose of this Section, a claim shall be pending at any time only if written notice of such claim shall have been given to the Seller at or prior to such time and if such claim shall not have been finally concluded and the obligations of the Seller with respect thereto shall not have been fully satisfied at or prior to such time.

9.3 Upon obtaining knowledge thereof, Buyer shall promptly and in any event within five (5) days notify the Seller of any claim or demand which Buyer has determined has given or could give rise to a right of indemnification under this agreement. If such claim or demand relates to a claim or demand asserted by a third party against Buyer, Buyer shall employ such counsel as is reasonably acceptable to Seller to defend such

claim or demand asserted against Buyer and Seller shall have the right to participate in the defense of any said claim. The claim, demand and/or litigation shall not be settled without Seller's consent, which consent shall not be unreasonably withheld. Buyer shall make available to the Seller or its representative all records, and other materials required by them for their use in contesting any claim or demand asserted by the third party against the Buyer. Whether or not the Seller so elects to participate in the defense of any such claim or demand, Buyer shall have an obligation to use its reasonable efforts to defend the claim.

9.4 Buyer shall become entitled to indemnification payment only when:

(a) Seller consents thereto in writing, or

(b) Buyer obtains a final adjudication (not pending appeal) thereof. There shall also be included in any such adjudication, without limitation, Buyer's reasonable cost and expenses in the litigation including without limitation reasonable attorneys fees in trial, appeal and bankruptcy.

ARTICLE X Indemnification of Seller

10.1 Buyer shall indemnify and hold Seller harmless against any liability, claim, loss, damage or expense (including reasonable attorney's fees) suffered by Seller with regard to all matters, transactions and events occurring after the closing which arise out of Buyer's operation of the Business or the use of the Business name, including without limitation (a) products liability claims arising with respect to products or services sold after the Closing Date (b) any material breach by the Buyer of this agreement, (c) any material inaccuracy or misrepresentation in or material breach of any of the warranties, representations, covenants or agreement made by the Buyer, and (d) any material inaccuracy or misrepresentation in a certificate, document, schedule, disclosure, instrument or affidavit delivered by the Buyer at the closing in accordance with the provisions of this agreement.

10.2 Seller shall not have the right to assert any claim for indemnification pursuant to this Section or otherwise after one (1) year from the closing date; provided, however, if there shall be pending on such expiration date any claim asserted by Buyer under this Section on such date, Seller shall have the right after such date to continue to assert such claim and to be indemnified with respect thereto. For the purpose of this section, a claim shall be pending at any time only if written notice of such claim shall have been given to the Buyer at or prior to such time and if such claim shall not have been finally concluded and the obligations of the Buyer with respect thereto shall not have been fully satisfied at or prior to such time.

10.3 Upon obtaining knowledge thereof, Seller shall promptly notify the Buyer of any claim or demand which Seller has determined has given or could give rise to a right of indemnification under this agreement. If such claim or demand relates to a claim or

demand asserted by a third party against Seller, Seller shall employ such counsel as is reasonably acceptable to Buyer to defend such claim or demand asserted against Seller and Buyer shall have the right to participate in the defense of any said claim. The claim, demand and/or litigation shall not be settled without Buyer's consent, which consent shall not be unreasonably withheld. Seller shall make available to the Buyer or its representative all records, and other materials required by them for their use in contesting any claim or demand asserted by the third party against the Buyer. Whether or not the Buyer so elects to participate in the defense of any such claim or demand, Seller shall have an obligation to defend the claim.

10.4 Seller shall become entitled to indemnification payment only when:

(a) Buyer consents thereto in writing, or

(b) Seller obtains a final adjudication (not pending appeal) thereof. There shall also be included in any such adjudication, without limitation, Seller's reasonable cost and expenses in the litigation including without limitation reasonable attorneys fees in trial, appeal and bankruptcy.

ARTICLE XI

Seller's Representations and Warranties

The Seller hereby represents and warrants to Buyer, its successors and assigns, as follows:

11.1 Seller is not licensed or qualified to transact business as a foreign corporation in any jurisdiction and it neither owns any property nor transacts any business in any jurisdiction such as would require it to qualify as a foreign corporation in such jurisdiction, to the best of Seller's knowledge and belief.

11.2 On the closing date Seller will have good and marketable title to all the business assets reflected in the financial statement (except as to personal property only, as the same may have been sold or otherwise disposed of after the financial statement date in the ordinary course of business) subject to no mortgages, pledges, liens, claims, charges, encumbrances or other adverse interest of any kind. Seller shall have good and marketable title to all the Assets on the closing date (whether or not reflected on the financial statement) and the Assets shall be free of mortgages, pledges, liens, claims, charges, encumbrances or other adverse interest of any kind.

11.3 The business and affairs of the Seller have been conducted and carried on only in the ordinary and regular course of business.

11.4 There is no litigation at law or in equity, no arbitration proceedings and no proceedings or investigations before or by any commission, agency or other administrative or regulatory body or authority pending or, to the knowledge of the company or the Seller,

threatened against or adversely affecting the properties, assets, rights or business of Seller or its right to carry on and conduct its business as conducted on the financial statement date and on the date hereof, and there is no basis known to Seller for any such litigation, proceedings or investigations.

11.5 Except as to any product or service warranty breach or default that is unknown to Seller, Seller is not on the date hereof, nor on the closing date will it be, in any material breach of or in default under any contract, agreement, arrangement, commitment, plan or warranty of any material nature to which it is a party; and on the date hereof there has not occurred and on the closing date there will not have occurred, any event which, after the giving of notice, or the lapse of time or otherwise, would constitute a material default by Seller under, or result in a material breach by the Seller of any such material contract, agreement, arrangement, commitment or plan or any expressed or implied warranty.

11.6 To the best of Seller's knowledge, Seller has filed federal, foreign, state and local tax returns and estimates for all years and periods (and portions thereof) for which any such returns, reports or estimates were due and all such returns and estimates were prepared in the manner required by applicable law. No waivers by Seller of the statute of limitations with respect to federal, foreign, state or local taxes are in effect and the latest year for which federal income tax returns of Seller have been examined by the Internal Revenue Service and the income taxes due from Seller have been finally determined is the year ended. All deficiencies, if any, proposed as a result of such examination and all examinations for prior years have been settled and paid in full.

11.7 Seller has withheld amounts from its employees in full and complete compliance with the tax withholding provisions of the Internal Revenue Code and other applicable federal, foreign, state and local laws, and has filed federal, foreign, state and local returns and reports for all years and period (and portions thereof) for which any such returns and reports were due with respect to employee income tax withholding and social security and unemployment taxes and all such returns and reports were prepared in the manner required by applicable law. All payments due from Seller on account of employee income tax withholding or social security and unemployment taxes in respect of years and period (and portions there) ended prior to and on the closing date were either paid or accrued and reserved for prior to and on the closing date, as the case may be, and if accrued, will be paid by Seller through the Closing Date, forthwith.

11.8 To Seller's knowledge, no hours worked by, or payments made to, employees of Seller have been in violation of the Fair Labor Standards Act or any other applicable federal, foreign, state or local laws. Seller has complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those relating to wages, hours, collective bargaining and the payment and withholding of taxes, and there are no material controversies pending or threatened between Seller and any of its employees, or any labor union or other collective bargaining unit representing any of its employees. No union or other collective bargaining unit has been certified or recognized

by Seller as representing any of its employees. Seller has no employment contracts with any of its employees. The rates of compensation for all Seller's employees have heretofore been furnished to Buyer in writing. Seller has provided its employees six (6) "paid" holidays each calendar year after one year of employment.

11.9 Neither the execution and delivery of this Agreement by Seller, not the consummation of the transactions contemplated hereby by Seller does or will, after the giving of notice, or the lapse of time, or otherwise, (i) conflict with, result in a breach of, constitute a default under, or violate any federal, foreign, state or local law, statute, ordinance, rule, regulation or court or administrative order or process, or any contract, agreement, arrangement, commitment or plan to which the Seller is a party or by which Seller (or any of its rights, properties or assets) is subject or bound; (ii) result in the creation of any mortgage, pledge, lien, charge, encumbrance or other adverse interest upon any rights, property or asset of Seller except as provided in this Agreement; (iii) terminate or give any party the right to terminate, amend, abandon, or refuse to perform any contract, agreement, arrangement, commitment or plan to which Seller is a party or by which Seller or any of its rights, properties or assets are subject or bound; or (iv) accelerate or modify, or give any party thereto the right to accelerate or modify, the time within which, or the terms under which, Seller is to perform any duties or obligations or receive any rights or benefits under any contract, agreement, commitment or plan.

11.10 Seller is not knowingly conducting or carrying on its business or affairs in violation of any federal, foreign, state or local law, statute, ordinance, rule, regulation or court or administrative order or process, including, without limitation, any securities laws, and any laws that relate to health and safety in plants, environmental hazardous waste and pollution control, pricing, sales and distribution of products and services, participation and cooperation in trade boycotts, or political contributions and other payments.

11.11 This Agreement was not induced or procured through any person, firm, corporation or other entity acting as broker, finder, investment banker, financial adviser or in any similar capacity and except as aforesaid, neither Buyer no Seller shall make, or be required to make, any payment to any person, firm, corporation, or other entity for any broker's fee, finder's fee, investment banker's fee, financial adviser's fee or the like.

11.12 This Agreement is binding upon it in accordance with its term; and Seller has full right and power to enter into and perform its obligations under this Agreement.

ARTICLE XII Warranties and Representations of Buyer

The Buyer hereby warrants and represents to Seller, its successors and assigns as follows:

12.1 Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite power and authority to enter into

and perform and carry out this Agreement and the transactions contemplated thereby.

12.2 Buyer has taken all requisite corporate action to authorize the execution and deliver of this Agreement by Buyer and the performance or consummation of the transactions contemplated hereby; and this Agreement has been duly executed and delivered by Buyer and is binding upon Buyer in accordance with its terms.

12.3 Neither the execution and delivery of this Agreement by Buyer, nor the consummation of the transactions contemplated hereby by Buyer, do or will, after the giving of notice, or the lapse of time, or otherwise, (i) conflict with, result in a breach of, constitute a default under, or violate the Articles of Organization or Operating Agreement of Buyer, or any federal, foreign, state or local law, statute, ordinance, rule, regulation or court or administrative order or process, or any contract, agreement, commitment or plan of a material nature to which Buyer is party or by which Buyer or any of its material rights, properties or assets is subject or is bound; (ii) terminate or give any party the right to terminate, amend, abandon, or refuse to perform any contract, agreement, arrangement, commitment or plan of a material nature to which Buyer is a party or by which Buyer or any of its material rights, properties or assets are subject or bound; or (iii) accelerate or modify, or give any party the right to accelerate or modify, the time within which, or the terms under which, Buyer is to perform any duties or obligations or receive any rights or benefits under any contract, agreement, arrangement, commitment or plan of material nature.

12.4 Buyer has not retained any broker or finder in connection with any of the transactions contemplated by this Agreement.

ARTICLE XIII Conditions to closing Applicable to Buyer

The obligations of Buyer hereunder (including the obligation fo Buyer to close the transactions contemplated hereby) are subject to the following conditions precedent:

13.1 The warranties and representations made herein by Seller to Buyer shall be true and correct in all material respects on and as of the closing date with the same effect as if such warranties and representations has been made on and as of the closing date, and Seller shall have performed and complied with all agreements, covenants and conditions contained herein on its part required to be performed or complied with on or prior to the closing date.

13.2 At the time immediately prior to closing on the closing date, the Assets shall be free to any liens or encumbrances (whether accrued, absolute, contingent or otherwise), and there has been no material interruption or suspension of Seller's business.

13.3 No proceeding or investigation by any governmental or regulatory commission, agency or other body or authority or by any other person, firm, corporation or entity shall have been commenced or shall be pending on the closing date which

challenges or might result in a challenge to the consummation of the transactions contemplated by this Agreement or which claims or might give rise to a claim of damages as a result of the consummation of the transactions contemplated hereby.

13.4 In each case where the properties or contractual or other rights or commitments of Seller are not transferrable to Buyer pursuant to this Agreement without the consent of another party, Buyer shall have received copies of all such written consents of each such other party to the transfer of such properties, rights or commitments pursuant to this Agreement.

13.5 All proceedings to be taken in connection with the consummation of the transactions contemplated by this Agreement, and all documents and instruments incident thereto shall be reasonably satisfactory in form and substance to Buyer and its counsel, and Buyer and its counsel shall have received copies of all such documents and instruments as Buyer and its counsel may reasonably request in connection with such transactions at least two (2) days prior to the closing.

13.6 Buyer shall have the right to waive any of the foregoing conditions precedent, provided such waiver shall be in writing executed by Buyer.

ARTICLE XIV
Conditions to Closing Applicable to Seller

The obligations of Seller hereunder (including the obligations of Seller to consummate the transactions contemplated hereby) are subject to the following conditions precedent:

14.1 The warranties and representations made by the Buyer herein to the Seller shall be true and correct in all material respects on and as of the closing date with the same effect as if such warranties and representations had been made on and as of the closing date, and Buyer shall have performed and complied with all agreements, covenants and conditions on its part required to be performed or complied with on or prior to the closing date.

14.2 No proceeding or investigation by an governmental or regulatory commission, agency or other body or authority or by an other person, firm, corporation or entity shall have been commenced or shall be pending on the closing which challenge or might result in a challenge to the consummation of the transactions contemplated by this Agreement or which claims or might give rise to a claim of damages as a result of the consummation of the transactions contemplated hereby.

14.3 All proceedings to be taken in connection with the consummation and the transactions contemplated by this Agreement and all documents and instruments incident thereto shall be reasonably satisfactory in form and substance to Seller and its counsel, and Seller and its counsel shall have received copies of all such documents and

instruments as it and its counsel may reasonably request in connection with such transactions a least two (2) days prior to the closing.

14.4 The Seller shall have the right to waive any of the foregoing conditions precedent, provided such waiver shall be in writing executed by Seller.

ARTICLE XV
Survival of Warranties, Representations,
Covenants and Agreements

15.1 Except to the extent otherwise expressly provided, all the warranties, representations and covenants made herein by the Seller shall survive the closing, but they shall terminate on the date one (1) year following the closing date, (hereinafter referred to as the "Warranty Termination Date"); provided, however, that if there shall be pending on the Warranty Termination Date any demand, dispute, claim, proceeding or action involving a claim asserted by Buyer under this Agreement, each such warranty and representation shall survive the Warranty Termination Date, but only insofar as it relates to such then pending demand, dispute, claim, proceeding or action until such demand, dispute, claim, proceeding, or action is finally concluded and the obligations of the Seller with respect thereto are fully satisfied.

15.2 All warranties and representations made by Buyer herein shall survive the closing prior to the closing, but they shall terminate on the date one (1) year following the closing date (hereinafter referred to as the "Warranty Termination Date"); provided, however, that if there shall be pending on the Warranty Termination Date any demand, dispute, claim, proceeding or action involving a claim by the Seller under this Agreement, for which the Seller has prior to that date given notice to Buyer each such warranty and representation shall survive the Warranty Termination Date, but only insofar as it relates to such pending demand, dispute, claim, proceeding or action until such demand, dispute, claim, proceeding or action is finally concluded and the obligations of Buyer with respect thereto are fully satisfied.

ARTICLE XVI
Attorneys' Fees for Enforcement

16.1 In the event it shall become necessary for either party to institute proceedings against the other for the purpose of enforcing this Agreement, the prevailing party in any such action shall be entitled to recover all costs and reasonable attorneys' fees, including fees associated with any appellate or bankruptcy proceedings.

ARTICLE XVII
Miscellaneous

17.1 Buyer will pay its own costs and expenses (including attorneys' fees, accountant's fees, and other professional fees and expenses) in connection with the

negotiation, preparation, and execution with the negotiation, preparation, and execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. Seller will pay its own costs and expenses (including attorney's fees, accountant's fees and other professional fees and expenses) in connection with negotiations, preparation, and execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

17.2 The terms, provisions and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Obligations and duties undertaken by more than one person shall be joint and several obligations.

17.3 Any notice, request, instruction or other document to be given hereunder to any party shall be in writing, delivered personally or sent by certified United States mail, postage prepaid, or telegram, as follows:

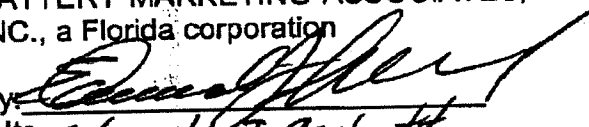
Seller: P.O. Box 744
Crown Point, Indiana 46368

Buyer: 1316 W. Adams Street
Jacksonville, Florida 32207

With Copy to: Eliot J. Safer, Esquire
4348 Southside Blvd., Suite 101
Jacksonville, Florida 32216

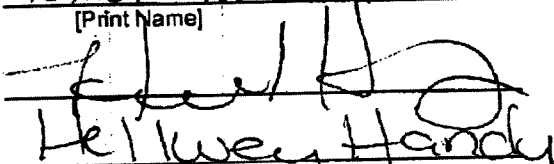
Signed, sealed and delivered
in the presence of:

BATTERY MARKETING ASSOCIATES,
INC., a Florida corporation


By: 
Its Edward J. Corbett

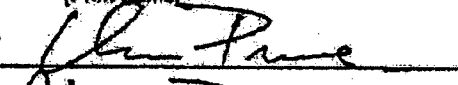


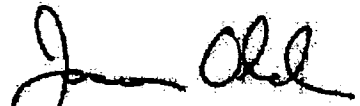
Linda McCrickard
[Print Name]



Helweg Handy
[Print Name]

"BUYER"

x 
SANTA J. JERMOLOWICZ
(Print Name)

x 
CHRIS PRICE
(Print Name)

x 
JASON OLAH

x 
CAROLINE OLAH

"SELLER"