

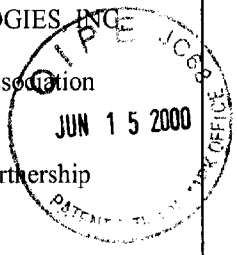
07-13-2000

To the Honorable Commissioner of Patents
Please record the attached original document or copy thereof.

101401539

1. Name of conveying party(ies):
 ENVIRONMENTAL AIR TECHNOLOGIES, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
 Additional name(s) of conveying party(ies) attached?
 YES NO

2. Name and address of receiving party(ies):
 Name: Environmental Technologies, Inc.
 Internal Address:
 Street Address: 6750 Bryan Dairy Road
 City: Largo
 State: FL
 Zip: 33777



3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Assignment & Bill of Sale Agreement
 Execution Date: April 30, 1998

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 Other _____
 If assignee is not domiciled in the United States, a domestic representative designation is attached: YES NO
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached?
 YES NO

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s):
 (include series code or filing date)

B. Trademark Registration No.(s):
 1,860,837
 Additional application or registration numbers attached? YES NO

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Banner & Witcoff
 Address: 1001 G Street, N.W., 11th Floor
 City: Washington
 State: D.C. Zip: 20001-4597

6. Total number of applications and registrations involved: 1
 7. Total Fee (37 CFR 3.41) \$40.00
 Enclosed Authorized to charge Deposit Account 19-0733
 8. Should any fee adjustment be necessary to effect proper recordation, please debit or credit our Deposit Account No. 19-0733, as necessary.

07/12/2000 ASCOTT 00000134 1860837
 01 FC:481 40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
 To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
 Helen Hill Minsker _____ June 15, 2000
 Name of Person Signing Signature Date
 Atty. Docket No.: 05011.86728 Total number of pages including cover sheet, attachments and document: 3

ASSIGNMENT AND BILL OF SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that effective as of May 1, 1998 by and between ENVIRONMENTAL AIR TECHNOLOGIES, INC., a Florida corporation ("Seller"), and ENVIRONMENTAL TECHNOLOGIES, INC., a Florida corporation ("Buyer"), Seller, for reduction of \$1,497,825.00 from the loans from Buyer and other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged hereby sells, transfers, assigns and conveys unto Buyer, its successors and assigns, all of the right, title and interest of Seller in and to all the assets listed on Exhibit A attached hereto (the "Assets").

Seller hereby agrees that it will from time to time, and as requested by Buyer, its successors, assigns, do, execute and acknowledge and deliver and will cause to be done, executed and delivered to Buyer or its successors or assigns, such and all further acts, transfers, assignments, deeds, powers and additional instruments, and do or cause to be done all acts or things as often as may be proper or necessary for better assuring, conveying, transferring and assigning all of the Assets to Buyer. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement.

Seller hereby covenants, warrants and represents to the Buyer that Seller is the lawful owner of the Assets, has good right to sell and assign the same as provided under the terms of the Agreement, that the Seller has good and marketable title thereto, and that the Assets are conveyed free and clear of all liens, encumbrances, equities, claims and obligations of any person or entity of any nature, kind, and character. The Seller does, for itself, its successors and assigns, covenant and agree to warrant and defend the same against any and all claims or demands whatsoever.

IN WITNESS WHEREOF, Seller has executed and delivered this Assignment and Bill of Sale effective 11:59 p.m. on April 30, 1998.

Environmental Air Technologies, Inc. a
Florida corporation

By: Michael Marston
Michael Marston

Its: EAT

EXHIBIT "A"

All assets of Seller, including, but not limited to, all cash in all bank accounts, all accounts receivable, all inventory, and all fixed assets set forth in Exhibit "B".

#172641 v1 - EAT EXHIBIT A TO BILL OF SALE