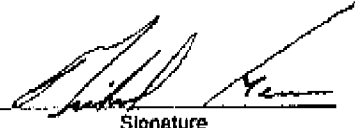


05/19/04 05:05pm P. 001

Form PTO-1504 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Embroid, LLC Michigan Corporation <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>NuTek, Inc.</u> Internal Address: <u>P.O. Box 9908 Tyler, TX 75711</u> Street Address: <u>14664 Faircroft</u> City: <u>Tyler</u> State: <u>TX</u> Zip: <u>75703</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Texas</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>04/01/2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>2576285</u> <u>CrispAir</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			B. Trademark Registration No.(s) _____		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>NuTek, Inc.</u> Internal Address: <u>P.O. Box 9908 Tyler, TX 75711</u> Street Address: <u>14664 Faircroft</u> City: <u>Tyler</u> State: <u>TX</u> Zip: <u>75703</u>			6. Total number of applications and registrations involved: 1		
			7. Total fee (37 CFR 3.41).....\$ <u>40.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: _____		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Michael Kassa</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>04/01/2004</u> Date </div> </div> <div style="text-align: right; margin-top: 5px;"> <input type="checkbox"/> </div>					

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CP \$40.00 2576285

04/30/04 03:05pm P. 001

AGREEMENT FOR PERMISSIVE USE And SALES AGREEMENT

ENBIROMED, LLC.

THIS AGREEMENT FOR PERMISSIVE USE is made and entered into this 1 day of April, 2004 by and between ENBIROMED, LLC, a Michigan corporation (hereinafter called "ENBIROMED"), and NuTek, Inc. of Tyler, TX (hereinafter called "Receiver");

WITNESSETH:

WHEREAS, ENBIROMED represents that to the extent it is the owner of a Trademark on file with the US Patent and Trademark Office (hereinafter known as "USPTO") known as CrispAir (hereinafter called the "Property").

WHEREAS, the Property was duly and properly assigned from the previous owner, NuTek International, Inc of Wilmington, DE, to ENBIROMED on September 11, 2003, and such paperwork has been processed and noted by the USPTO.

WHEREAS, ENBIROMED has agreed to assign the Property to the Receiver for an amount equal to \$330.00, and has received and accepted payment for the Property from the Receiver.

WHEREAS, the parties desire to enter into an agreement whereby Receiver will utilize the "Property", on the terms and conditions hereinafter set forth, until the Property can be properly assigned to the Receiver with the USPTO.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Authority of each Party. As a duly appointed officer of ENBIROMED, Michael Kassa hereby affirms that to the extent he has the legal right and authority to Grant and Convey to Receiver, PERMISSIVE USE of the Property, for the exclusive use in promoting and marketing of Receivers products or services.
Receiver affirms that they are legally entitled to receive and act on behalf of Receiver Organization and that such "Property" shall be used in agreement with the terms and conditions hereby outlined by ENBIROMED for the exclusive use in promoting Receivers Products.
2. Covenants of Receiver. At all times during the term of this Agreement, Receiver hereby agrees as follows:
 - (a) Receiver will utilize the use of "Property" to include only the intended use as outlined in this agreement, and comply with all regulatory guidelines or restrictions as provided to Receiver.
 - (b) Receiver will endeavor to maintain current industry practices or claims related to the use of said "Property" and will in no way misrepresent the Property in their marketing of services.

04/30/04 03:09pm P. 002

- (c) Receiver shall pay the USPTO transfer fee for the Property to be assigned from ENBIROMED to the Receiver at such time that it becomes due with the application filing.
3. **Obligations of ENBIROMED.** At all times during the term of this Agreement, ENBIROMED hereby agrees as follows:
- (a) ENBIROMED will use reasonable efforts to maintain in effect all approvals, which may be required from any federal or state governmental agency, for the use of the Property, within the United States.
- (b) ENBIROMED will endeavor to make the assignment process, to the Receiver, as short as possible by monitoring the USPTO website for when its' assignment record shows up, and filing the new paperwork for assignment of the Property to the Receiver immediately (within three business days) thereafter.
4. **Term.** The term of this Agreement shall commence on the date set forth above. The initial term of this Agreement shall be only for the length of time that it takes to complete the assignment process with the USPTO. The length of time for the process is determined by two factors. First, the time it takes for the assignment to ENBIROMED that has already been processed to post to the USPTO website. Second, the time it will take for the assignment to the Receiver to be properly filed with the USPTO. Thereafter, this Agreement shall automatically terminate, and the transaction to sell the Property to the Receiver shall be considered complete. There is no cancellation clause for the agreement as payment has already been made for the Property.
5. **Indemnification.**
- (a) Receiver hereby covenants and agrees to indemnify and hold harmless ENBIROMED from and against any loss, damage, expense or liability of any kind or nature whatsoever, including reasonable attorneys fees, incurred by ENBIROMED as a result of, or arising from, the performance of Receiver's activities hereunder, or Receiver's breach of any of the covenants or representations made in this Agreement.
- (d) ENBIROMED hereby covenants and agrees to indemnify and hold harmless Receiver from and against any loss, damage, expense or liability of any kind or nature whatsoever, including reasonable attorneys fees, incurred by Receiver as a result of, or arising out of, any breach of this Agreement on the part of ENBIROMED.
6. **Survival.** The provisions of Sections 5 of this Agreement shall survive any termination of this Agreement. In addition, the termination of this Agreement shall not affect the rights of ENBIROMED to collect any sums then owing by Receiver to ENBIROMED.
7. **Notices.** Any notices required or permitted to be given hereunder shall in writing, and shall be deemed to have been duly given if sent by certified mail, return receipt requested, or by nationally recognized overnight courier service, addressed as follows:

If to ENBIROMED: ENBIROMED, LLC.
5537 Cambridge Club #312
Ann Arbor, MI 48103

04/20/04 09:09pm P. 009

If to Receiver: NuTek, Inc.
P.O. Box 8908
Tyler, TX 75711

Any notice given in accordance with the foregoing shall be deemed to have been duly received three days after the same is transmitted by nationally recognized courier service, or seven days after same is deposited in the U.S. mail with adequate postage thereon.

- 8. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and understandings between the parties. This Agreement may not be modified or amended except by a written instrument signed by ENBIROMED and Receiver. This Agreement has been made and entered into the State of Texas and shall be construed and enforced in accordance with Texas law. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals to this document, the day and year above set forth.

ENBIROMED, LLC.

By


Michael Kassa, Managing Member

Receiver

By


Thomas Allen, President